

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024		2. PAGE OF PAGES: 1 OF 37	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: CFSA-08-I-0002	
		5. DATE ISSUED: July 11, 2008	
		6. OPENING/CLOSING TIME: July 11, 2008/August 11, 2008 no later than 12:00 PM (EST)	
7. TYPE OF SOLICITATION: <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	

NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **Monday, August 11, 2008 no later than 12:00 PM (EST)**.

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Catherine Higgins Acting Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 724-7509	B. E-MAIL ADDRESS: cfsa.cpa@dc.gov
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OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Catherine J. Higgins, MPA		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	
IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

SECTION B: SUPPLIES OR SERVICES AND PRICE

B-1 The Government of the District of Columbia Child and Family Services Agency (CFSA) is seeking a Contractor to provide Shuttle Transportation services to accommodate the CFSA staff and those doing business with CFSA who require round-trip and/or one-way transportation services to and from CFSA offices, to the court house, CFSA designated off-site parking facility and return to CFSA offices.

B-2 The District contemplates award of a firm fixed price Contract with progress payments based on the monthly rates set forth on Schedule B – The Pricing Schedule.

B-3 PRICE SCHEDULE

NAME OF OFFEROR OR CONTRACTOR:					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	SCHEDULE B PRICING The Contractor shall provide all resources to perform the services in accordance with the specifications contained in the Contract and at the prices stated herein				
0001	Transportation Services to operate the CFSA Transportation Shuttle	12	Month	\$_____	\$_____
					Base Year
0002	Transportation Services to operate the CFSA Transportation Shuttle	12	Month	\$_____	\$_____
					Option Year One
0003	Transportation Services to operate the CFSA Transportation Shuttle	12	Month	\$_____	\$_____
					Option Year Two

SECTION C: SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE

The Government of the District of Columbia Child and Family Services Agency is seeking a Contractor to provide Shuttle Transportation Services in accordance with the specifications enumerated herein.

The Contractor shall provide Shuttle Transportation Services to accommodate CFSA staff and those doing business with CFSA, who require round-trip and/or one-way transportation to and from CFSA offices, the DC Superior Court and the CFSA off-site parking facility.

C-2 LOCATION OF SERVICES

The Contractor shall provide concurrent Shuttle Transportation Services to and from the CFSA Offices at 955 L'Enfant Plaza, SW, Washington, DC, 400 6th Street, SW, Washington, the DC Superior Court at 500 Indiana Avenue, NW, Washington, DC and the CFSA offsite parking facility at 501 South Capitol Street, SW, Washington, DC as determined by the shuttle schedule of operation (See Section C-5).

C-3 SPECIFIC REQUIREMENTS

- C-3.1** The Contractor shall provide all equipment, insurance, personnel, licenses, franchises, supervision, maintenance, fuel, and operating supplies required to perform the required Shuttle Transportation Services.
- C-3.2** The Contractor shall possess, at Contract initiation and during the term of the Contract, the driver's CDL license, a Washington Metropolitan Area Transit Commission Certificate of Authority, licenses or permits required by the DC Department of Motor Vehicles and the Contractor shall comply with all Federal, State, District or municipal requirements at all times during the Contract period.
- C-3.3** The Contractor shall provide Shuttle Transportation Services to accommodate CFSA staff and those doing business with CFSA, who require round-trip or one-way transportation services to and from CFSA locations as identified in section C-2 7:00 AM to 6:25 PM, Monday through Friday, excluding national and local holidays observed by the District of Columbia.
- C-3.4** The national and local holidays observed by the District include:
- New Year's Day
 - Dr. Martin Luther King, Jr.'s Birthday Observance Day
 - George Washington's Birthday Observance Day (President's Day)
 - Memorial Day
 - Independence Day
 - Emancipation Day
 - Labor Day
 - Columbus Day
 - Veteran's Day

Shuttle Transportation Services

- Thanksgiving Day
- Christmas Day

- C-3.5** The Contractor shall provide a minimum of one-shift work crew with one (1) Shuttle Vehicle which shall have a minimum twenty-two (22) seating capacity for passengers and a separate seat for the Driver to support the Court shuttle operation. The Shuttle Vehicle shall have a center aisle that shall enable passengers to walk safely through the Shuttle Vehicle in order to be seated. The Shuttle vehicle shall conform to Highway Safety Standards, and shall have adequate heating and air conditioning. The Shuttle(s) shall operate smoothly, free from vibrations and noises.
- C-3.5.1** The Contractor shall provide a minimum of one-shift work crew with one (1) Shuttle Vehicle which shall have a minimum fifteen (15) seating capacity for passengers and a separate seat for the Driver to support the Offsite shuttle operation. The Shuttle vehicle shall conform to Highway Safety Standards, and shall have adequate heating and air conditioning. The Shuttle(s) shall operate smoothly, free from vibrations and noises.
- C-3.6** The Contractor shall provide an immediate Back-Up Driver when needed to ensure that Shuttle Vehicle Services are provided at all times. The temporary or permanent dismissal of an employee, including the Driver, accidents, repairs, maintenance or other circumstances shall not relieve the Contractor from fulfilling its responsibilities under this Contract. The back-up Shuttle vehicle shall have a minimum twenty-two (22) seating capacity for passengers and a separate seat for the Driver and shall be at no additional cost to CFSA. Additionally, the back-up Shuttle vehicle shall be placed in service to ensure no interruption of the service schedule.
- C-3.7** The Contractor shall ensure that breaks and lunchtime hours are covered by Contractor's staff. Shuttle Transportation Services shall operate continuously from 7:00 AM. to 6:25 PM to include, but not limited to, providing Shuttle Services for off-site parking and court appearances. Adhering to this schedule is critical to ensure that CFSA employees are in court on a timely basis.
- C-3.8** The Contractor shall provide a hands-free two-way radio or cellular phone for the Driver that shall enable the Driver to communicate with the CFSA.
- C-3.9** The Contractor shall provide assistance to persons being transported while entering and exiting the Shuttle Vehicle to ensure their safety. This service shall include a portable step to assist riders as required.
- C-3.10** The Contractor's Shuttle Vehicle shall be available in inclement weather. The Contractor shall be responsible to ensure during inclement weather, such as snow and ice, a clear and obstruction free path up to 10' to the shuttle door is provided for riders at 400 6th Street, SW.
- C-3.11** The Contracts and Procurement Administrator/Agency Chief Contracting Officer shall be empowered to modify the Contractor's schedule or revise the schedule in its entirety, provided the modifications or revisions do not result in a change in other provisions of this Contract.

Shuttle Transportation Services

C-3.12 The Contractor shall promptly implement directives that have received written approval from the Contracts and Procurement Administrator/Agency Chief Contracting Officer to make minor modifications, additions and/or deletions to any portion of this Contract's scope of work, provided the directives do not materially change the scope of work. Before implementing any directive, the Contractor shall immediately advise CFSA, in writing, of any cost or schedule impact that may result from the directives.

C-4 SHUTTLE DELAYS

C-4.1 The Contractor shall contact CFSA's Facilities Management Administration Supervisor of Support Services and/or the Administrator and Program Manager at least one (1) hour prior to the scheduled start time of the shuttle service to report any issues that may delay the normal start time of the service.

C-4.1.1 The Contractor shall CFSA's Facilities Management Administration Supervisor of Support Services and/or the Administrator and Program Manager, at least fifteen (15) minutes upon the breakdown or any other incident involving the Shuttle service, its driver and/or passengers.

C-4.1.2 The Contractor shall notify, in writing, CFSA Facilities Management Administration's Administrator and the Agency Chief Contracting Officer within twenty-four (24) hours of each occurrence of any shuttle van involved traffic accident.

C-5 SHUTTLE SCHEDULE

The Contractor shall adhere to the following shuttle schedule. Subsequent needs shall be conveyed over the telephone and confirmed in writing within three (3) business days of a requested change and approved in accordance with section G-8.

C-5.1 SCHEDULE TO/FROM COURT (400 6th ST., SW / 500 INDIANA AVE., NW)

400 6th St. SW	Court
8:40 AM	8:50 AM
9:00 AM	9:10 AM
9:20 AM	9:30 AM
9:40 AM	9:50 AM
10:00 AM	10:10 AM
10:20 AM	10:30 AM
10:40 AM	10:50 AM
11:00 AM	11:10 AM
11:20 AM	11:30 AM
11:40 AM	11:50 AM
12:00 PM	12:10 PM

12:20 PM	12:30 PM
12:40 PM	12:50 PM
1:00 PM	1:10 PM
1:40 PM	1:50 PM
2:00 PM	2:10 PM
2:20 PM	2:30 PM
2:40 PM	2:50 PM
3:00 PM	3:10 PM
3:20 PM	3:30 PM
3:40 PM	3:50 PM
4:00 PM	4:10 PM
4:20 PM	4:30 PM
4:40 PM	4:50 PM
5:00 PM	5:10 PM
5:20 PM	5:30 PM
5:40 PM	5:50 PM
6:00 PM	

C-5.2 FROM OFF-SITE (501 SOUTH CAPITOL ST., SW / 400 6th ST., SW / 955 L'ENFANT PLAZA)

Off-Site Lot Time	400 6th St Time	L'Enfant Time
7:00 AM	7:10 AM	7:15 AM
7:25 AM	7:35 AM	7:40 AM
7:50 AM	8:00 AM	8:05 AM
8:15 AM	8:25 AM	8:30 AM
8:40 AM	8:50 AM	8:55 AM
9:05 AM	9:15 AM	9:20 AM
9:30 AM	9:40 AM	

C-5.3 TO OFF-SITE (955 L'ENFANT PLAZA / 400 6th ST., SW / 501 SOUTH CAPITOL ST., SW)

L'Enfant Time	400 6th St Time	Off-Site Lot Time
4:20 PM	4:25 PM	4:30 PM
4:45 PM	4:50 PM	5:00 PM
5:15 PM	5:20 PM	5:30 PM
5:45 PM	5:50 PM	6:00 PM
	6:15 PM	6:25 PM

C-6 SHUTTLE VEHICLE REQUIREMENTS

- C-6.1** The Shuttle Vehicle shall display the Contractor's company name and "CFSA" on the vehicle. This is exclusive of a placard in the windshield.
- C-6.2** The Shuttle Vehicle shall meet the Americans with Disabilities Act requirements at the Contract initiation and during the term of this contract.
- C-6.3** The Shuttle Vehicle shall be equipped with:
- C-6.3.1** Operational lap and shoulder seat belts for passengers in the most forward seat, and lap-type belts for all other passengers.
 - C-6.3.2** Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC Standards).
 - C-6.3.3** A first-aid kit of appropriate type and capacity (WMATC Standards)
 - C-6.3.4** "Fasten Seat Belt", "No Smoking" and "Please Sign-in" signs in the interior
 - C-6.3.5** A hands-free two-way radio or cellular phone for the Driver that shall enable the Driver to communicate with CFSA
 - C-6.3.6** A heating and cooling system of sufficient capacity and operability to maintain passenger comfort during periods of hot and cold weather.
- C-6.4** The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment:
- C-6.4.1** At his own expense, the Contractor shall ensure that the Shuttle Vehicle used in the performance of this Contract is inspected by the D.C. Department of Motor Vehicles for operational safety at Contract initiation and during the term of this contract.

Shuttle Transportation Services

- C-6.4.2** The Contractor shall bear full responsibility for the preventive and remedial maintenance of the Shuttle Vehicle. The Shuttle Vehicle shall be maintained in safe operating conditions at all times.
- C-6.4.3** The Contractor shall keep the exterior, windows and interior of the Shuttle Vehicles clean and litter-free at all times.
- C-6.4.4** The Contractor shall maintain seat belts in operating order at all times.
- C-6.4.5** The Contractor shall have full responsibility for the storage of the Shuttle Vehicle during non-duty hours.

C-7 SHUTTLE STAFF REQUIREMENTS

- C-7.1** The Contractor's employees shall be trained, fully qualified, free from communicable diseases, and physically able to perform their duties. At all times the Contractor's employees must adhere to acceptable professional behavior standards. This includes harassment or discrimination based on race, creed, color, sex, age, sexual orientation or national origin.
- C-7.2** The Contractor shall have written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns. Employees shall have a minimum of high school diploma or GED and pass a drug test prior to the offer of employment by the Contractor.
- C-7.3** The Contractor shall establish and maintain a policy for the testing of drivers of commercial motor vehicles for the presence of controlled substances and alcohol. The policy shall include a procedure for testing drivers who have been involved in an accident.
- C-7.4** The Contractor shall maintain records on each employee's suitability for performing the duties of Driver. The records shall be maintained in the Contractor's main office and made available for inspection by the Contracts and Procurement Administrator/Agency Chief Contracting Officer or designee upon request, within 30 days after the date of Contract award.
- C-7.5** The Contractor shall provide mandatory training for all of the Contractor's employees in the duties and responsibilities of their various jobs, transportation procedures and policies and the Contractor's additional mandatory training programs, specifically, training on time management, incident report writing, training and documentation, and customer service.
- C-7.6** Within 15 days of award of this Contract, the Contractor's employees shall wear and display an identification badge/name plate that displays the employee's name, weight, hair color, color of eyes, and the date the identification was issued and will expire.
- C-7.7** The Contractor shall ensure that Drivers possess valid operator's permits for the types of vehicles they operate and shall not have been suspended to operate a vehicle within the previous three (3) years.

Shuttle Transportation Services

C-7.8 The Contractor shall ensure that Drivers have their operating credentials and licenses in their possession while the Shuttle Vehicle is being driven. Drivers shall obey all posted traffic signs. CFSA shall not be responsible for traffic tickets or liabilities incurred as a result of driver negligence.

C-7.9 The Contractor shall ensure Drivers are responsible for handling on-vehicle disciplinary problems, for obtaining assistance for passengers experiencing medical emergencies (such as epileptic seizures) and for providing supervision and assistance to the passengers.

C-7.10 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, sexual orientation or national origin. The Contractor shall take affirmative action to ensure that employees are treated fairly during employment, without regard to race, creed, color, sex, age, sexual orientation or national origin.

C-8 SHUTTLE RIDER RECORDATION

The Contractor shall ensure that all passengers sign in upon boarding the Shuttle Vehicle.

C-9 REPORTS

C-9.1 The Contractor shall submit, on a monthly basis, a report which reflects the monthly rider ship on a daily basis by times.

C-9.2 The Contractor shall submit on an annual basis, a copy of all Driver's DMV records checks.

C-9.3 All reports shall be submitted to:

Administrator
Child and Family Services Agency
Facilities Management Administration
400 6th Street SW, Room 1041
Washington, DC 20024

C-10 PERFORMANCE BOND

C-10.1 For the term of the Contract, including option years, the Contractor shall provide a performance bond. The amount of the bond shall be equal to 20 percent of the total amount of the Contract.

C-10.2 The Contractor shall enclose a letter of commitment from a bonding company for the performance bond with its proposal. The performance bond shall be submitted to CFSA prior to its Notice of Intent to Award a Contract.

C-11 INSURANCE

Shuttle Transportation Services

- C-11.1** The Contractor shall procure and maintain, at its own expense, during the entire period of performance under this Contract, the types on insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where the operations are to be preformed. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event the coverage is substantially changed, canceled or renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.
- C-11.1.1** A Workman's Compensation policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor shall be provided. Employer's Liability coverage with limits of liability not less than **\$100,000/accident, \$100,000/disease, \$500,000/injury** policy limit shall be included.
- C-11.1.2** A Commercial General Liability Insurance Policy shall be issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent contractors, and contractual liability coverage are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall be endorsed to provide coverage for sudden and accidental pollution. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.
- C-11.1.3** An Automobile Liability Insurance Policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented, or leased vehicles which bear, or are required to bear, license plates according to the laws and jurisdiction in which they are to be operated, and which are not covered under the Contractor's Commercial General Liability Insurance shall be issued. The policy shall designate the District as an additional insured with respect to operations to be performed in connection with this contract. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.
- C-11.1.4** All insurance policies required by this section shall contain the following endorsement:
- "It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action."

C-11.1.5 All required evidence of insurance shall be submitted to:

**Catherine J. Higgins, MPA
Acting Contracts and Procurement Administrator and
Acting Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza SW
North Building, Suite 5200
Washington, DC 20024
(202) 724-7509**

SECTION D: PACKAGING AND MARKING

- D-1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

- E-1** The inspection and acceptance requirements for the resultant Contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E-2** The Contractor shall permit, at the District's expense, a minimum of two (2) inspections at the Contractor's location by District representatives.
- E-3** Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the vehicle/s to be furnished under the Contract to ensure that the vehicle/s conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

SECTION F: PERFORMANCE

F-1 TERM OF CONTRACT

The term of the Contract shall be for a period of 365 days from date of award specified on the cover page of the contract.

F-2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F-2.1 The District may extend the term of the Contract for a period of two (2), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F-2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F-2.3 The price for the option period shall be as specified in the contract extension.

F-2.4 The total duration of the Contract, including all options under this clause, shall not exceed three (3) years.

F-3 DELIVERABLES

The Contractor shall perform its tasks and produce the required Deliverables (services) as per Section C.

SECTION G: CONTRACT ADMINISTRATION

G-1 INVOICE PAYMENT

The District will make payments to the Contractor, upon the submission of a proper invoice, at the prices stipulated in the resultant contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G-1.2 The District will pay the Contractor on or before the 45th day after receiving a proper invoice from the Contractor.

G-2 INVOICE SUBMITTAL

G-2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G-4. Invoices shall be prepared in duplicate and submitted to the Agency's Fiscal Operations Division.

Child and Family Services Agency
Fiscal Operations
400 6th Street SW
2nd Floor
Washington, DC 20024

G-2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G-2.2.1 Contractor's name, Federal tax ID and invoice date;

G-2.2.2 Contract number, Purchase Order number and Invoice number;

G-2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G-2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G-2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G-2.2.6 Name, title, phone number of person preparing the invoice;

G-2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G-2.2.6 above) to be notified in the event of a defective invoice; **and**

G-2.2.8 Authorized signature.

G-3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G-3.1** For Contracts subject to the **51% District Residents New Hires Requirements and First Source Employment Agreement** requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H-3.5.
- G-3.2** No final payment shall be made to the Contractor until the Agency Fiscal Officer has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G-4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor under this Contract after:

- a) Completion and acceptance of all work; **and**
- b) Presentation of a properly executed invoice.

G-5 ASSIGNMENT OF CONTRACT PAYMENTS

- G-5.1** In accordance with **27 DCMR 3250**, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution.
- G-5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G-5.3** Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:
Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(Name and address of assignee).

G-6 THE QUICK PAYMENT CLAUSE

- G-6.1** The District will pay interest penalties on amounts due to the Contractor under the **Quick Payment Act, DC Official Code §2-221.01 et seq.**, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity;
 - or**
 - c) the 15th day after the required payment date for any other item.

G-6.1.2. Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G-6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; **or**
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G-6.2.2 The Contractor must pay any lower-tier subcontractor or supplier, interest penalties on amounts due to the subcontractor or supplier, beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity;
- or**
- c) the 15th day after the required payment date for any other item.

G-6.2.3 Any amount of an interest penalty, which remains unpaid by the Contractor at the end of any 30-day period, shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G-6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the **Quick Payment Act** does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the **Contracting Officer** is:

Catherine J. Higgins, MPA
Acting Contracts and Procurement Administrator and
Acting Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza SW
North Building, Suite 5200
Washington, DC 20024
(202) 724-7509

G-8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G-8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G-8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G-8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

G-9 CONTRACT MONITOR

- G-9.1** The Contract Monitor is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or non-compliance with the contract. In addition, the **Contract Monitor** is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the contract. The **Contract Monitor** for this Contract is:

Ron Holt
Supervisor, Support Services
Facilities Management Administration
Child and Family Services Agency
400 6th Street SW
Washington, DC 20024
(202) 727-7552

- G-9.2** The Contract Monitor shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G-9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G-9.4** The Contract Monitor shall identify any occurrence where Liquidated Damages (see section H-7) are to be considered for assessment against the Contractor and provide that information to the Contracting Officer.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H-2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at DC Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the Contract Monitor designated in subsection G-9 who will provide the request to the FOIA Officer for the agency in accordance with the **DC Freedom of Information Act**. If the agency receives a request for a record maintained by the Contractor pursuant to the contract, the Contract Monitor will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the Contract Monitor within the timeframe designated by the Contract Monitor. The FOIA Officer for the agency will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with **DC Official Code § 2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations**.

H-3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H-3.1 The Contractor shall comply with the **First Source Employment Agreement Act of 1984, as amended, DC Official Code, § 2-219.01 et seq. (“First Source Act”)**.

H-3.2 The Contractor shall enter into and maintain, during the term of the contract, a **First Source Employment Agreement, (Section J.1.4)** in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the **Department of Employment Services (“DOES”); and**
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the **First Source Register**.

H-3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a **First Source Agreement Contract Compliance Report (“Contract compliance report”)** verifying its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;

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- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; **and**
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, **including:**
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; **and**
 - (f) Referral source for all new hires.

H-3.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H-3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; **or**
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H-3.4 **and** include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; **and**
 - (d) Any documentation supporting the waiver request pursuant to section H-3.6.

H-3.6 The Contracting Officer may waive the provisions of section H-3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; **or**
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H-3.5 and H-3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H-3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting

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Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Fiscal Officer and the Contract Monitor.

H-3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H-3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the DC Contract Appeals Board as provided in the Contract any decision of the Contracting Officer pursuant to this section H-3.8.

H-3.9 The provisions of sections H-3.4 through H-3.8 do not apply to nonprofit organizations.

H-4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H-4.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H-4.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H-4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this agreement.

H-5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See **42 U.S.C. § 12101 *et seq.***

H-6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with **Section 504 of the Rehabilitation Act of 1973, as amended**. This Act prohibits discrimination against disabled people in federally funded program and activities. See **29 U.S.C. § 794 (1983) *et seq.***

H-7 LIQUIDATED DAMAGES

H-7.1 CFSA shall assess liquidated damages in an amount of \$150.00 per day against the Contractor for failure to perform the task required in this Contract. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all

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total cost differences between their Contract and the new Contract awarded by CFSA to the replacement Contractor.

H-7.2 For Driver non-compliance with standard Contract requirements, the Contractor's drivers shall be provided a warning after the first incident. For the second violation the driver shall be fined \$25.00. The third occurrence shall result in a \$50.00 fine; the forth occurrence shall carry an automatic suspension of a minimum of two (2) days for the driver. The fifth incident shall result

in the driver's permanent removal from this Contract along with any internal company policy requirements that the Contractor shall deem appropriate for Contract non-compliance.

H-7.3 When the Contractor is unable to cure its deficiencies in a timely manner and CFSA requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time CFSA is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by CFSA to the replacement Contractor.

SECTION I: CONTRACT CLAUSES

I-1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP), are incorporated as part of the Contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I-2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I-3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I-4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I-5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I-6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I-7 INSURANCE

I.7.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's prior to commencing work. All insurance shall be written with responsible companies licensed by the District

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of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: In accordance to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Umbrella/Excess Liability Insurance, \$5,000,000 limits per occurrence.
- (e) If District or non-District autos are being towed, serviced or repaired by Contractor, Garage Liability Insurance, \$1,000,000 combined single limits.

I-8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the **District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985**, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Section J-1.2**. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I-9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

SECTION J: LIST OF ATTACHMENTS

J-1 **INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)**

J-1.1 LSDBE Certification Package (if applicable)

J-1.2 E.E.O. Compliance Information and Mayor's Order 85-85

THE FOLLOWING ATTACHMENTS SHALL BE COMPLETED AND SUBMITTED WITH THE BID

J-1.3 Office of Tax and Revenue –Tax Certification Affidavit

J-1.4 Department of Employment Services-Tax Certification Affidavit

J-1.4 First Source Employment Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K-1 TYPE OF BUSINESS ORGANIZATION

- K-1.1** The bidder, by checking the applicable box, represents that
- (a) It operates as:
- ___ a corporation incorporated under the laws of the State of: _____
- an individual,
- ___ a partnership,
- ___ a nonprofit organization, **or**
- ___ a joint venture.
- (b) If the bidder is a foreign entity, it operates as:
- ___ an individual,
- ___ a joint venture, **or**
- ___ a corporation registered for business in
- (Country) _____

K-2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder Date:

Name: _____ Title: _____

Signature: _____

Bidder ___ has ___ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K-3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K-4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K-5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

(i) those prices

(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; **and**

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; **or**

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K-6 WALSH-HEALEY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the **Walsh-healey Public**

Contracts Act, as amended (41 U.S.C. §§35-45) (the "Act", as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (**41 CFR 50-202.2**) (**41 U.S.C. §40**). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (**see 41 CFR 50-202.3**) to the same extent that such employment is permitted under **Section 14 of the Fair Labor Standards Act (29 U.S.C. §214)**.

K-7 TAX CERTIFICATION

Each bidder must submit with its bid, sworn Tax Certification Affidavits, incorporated herein as **Sections J-1.3** and J-1.4

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L-1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L-1.2** The District intends, but is not obligated, to award a single Contract resulting from this solicitation to the responsive and responsible bidder who has the evaluated lowest bid.

L-2 PREPARATION AND SUBMISSION OF BIDS

- L-2.1** Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-08-I-0002"**
- L-2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid. L-2.3. The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L-2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L-3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **TIME as specified in (Section A-9)** local time on page 1.

L-4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L-5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L-5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**

- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L-5.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L-5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L-5.4 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, will be considered at any time it is received and may be accepted.

L-5.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L-6 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:
Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza SW
North Building, Suite 5200
Washington, DC 20024
Attn.: CFSA-08-I-0002/JM

L-7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L-8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

L-9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC 20024, telephone (202) 724-7509, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Catherine Higgins, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-10 BID PROTESTS

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004**. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L-11 SIGNING OF BIDS

L-11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids

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signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

- L-11.2** All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L-12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; **or** (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L-13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L-13.1** Name, address, telephone number and federal tax identification number of bidder;
- L-13.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed **"Clean Hands Certification"** that is referenced in **DC Official Code §47-2862 (2001)**, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L-13.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L-14 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L-14.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

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- L-14.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L-14.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L-14.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L-14.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L-14.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L-14.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L-14.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

L-15 BRAND NAME OR EQUAL:

As used in this chapter, the term “brand name” includes identification of products by make and model.

A. If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the government to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.

B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.

C. If the bidder proposes to furnish an “equal” product, the Brand name of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such products shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the District. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material such as (cuts, illustrations, drawings, or other information) necessary for the District to:

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- (i) Determine the product offered meets the requirements of the Invitation for Bids, **and**
- (ii) Establish exactly what the bidder proposes to furnish and what the government would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

D. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

E. Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

L-16 REQUIREMENT FOR DESCRIPTIVE LITERATURE:

Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, and construction and performance characteristics. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L-5 of this invitation for bids. The

Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

- (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; **or**
- (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bid.

SECTION M: EVALUATION FACTORS

M-I OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M-1.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M-1.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M-1.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M-1.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M-1.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M-1.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**

M-1.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M-1.3 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

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M-1.3.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M-1.3.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M-1.3.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M-1.3.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M-1.3.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M-1.3.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M-1.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M-1.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M-1.6 Vendor Submission for Preferences

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- M-1.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M-1.6.2** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**
- M-1.6.3** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M-1.6.4** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001**

- M-1.6.5** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.